

CORTLAND FACILITY
Comcast and IBEW Local 21
(3/30/16-3/30/19)

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AGREEMENT

THIS AGREEMENT is made and entered into this 26th Day of May, 2016 by and between Comcast Cable of Florida/Illinois/Michigan, Inc., hereinafter called the "Employer" or "Company" and LOCAL NO. 21, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter called the "Union".

ARTICLE 1

Duration

This Agreement shall be in full force and effect from March 30, 2016 to and including March 30, 2019. Either party desiring to terminate or modify this Agreement shall give written notice thereof to the other party at least sixty (60) days prior to March 30, 2019. In the absence of such timely notice, this Agreement shall thereafter remain in effect until sixty (60) days following receipt of written notice from either party to terminate or modify this Agreement.

ARTICLE 2

Non-Discrimination

Section 1. The Union and the Company reaffirm their intentions that the provisions of this Agreement and any of its supplements shall not cause the Company to refuse to hire nor discharge from employment, nor discriminate against any person regarding compensation, terms, condition, or privileges of employment because of age, sex, race, color, creed, ethnic origin, sexual orientation, marital status or handicap. The Union and Company shall take affirmative action to insure that employees are treated during employment in a non-discriminatory manner. This condition includes, but is not limited to the following: recruitment, rates of pay, upgrading, transfer, demotion, lay-off, and termination. The Union and Company shall strictly adhere to the equal employment opportunity regulations of the FCC and to all Federal, State and Local laws and Executive Orders pertaining to discrimination, equal employment opportunity and affirmative action.

Section 2. The masculine pronoun, wherever used in this Agreement, shall be deemed to include the feminine pronoun. The Company and the Union shall not discriminate against any employee because of his membership in the Union or his activities or inactivities on behalf of the Union.

ARTICLE 3

Union Recognition

Section 1. Local Union 21 of the International Brotherhood of Electrical Workers is recognized by the Company as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours or other conditions of employment for the following classifications: All Installers, converter test/repair personnel, bench test personnel, service technicians, line technicians and electronic

technicians of the Company at its 4849 N. Milwaukee and 4425 W. Cortland, Chicago, Illinois locations, however, excluding all salaried employees, office and clerical employees, confidential employees, warehouse employees, dispatchers, customer service representatives, QC inspectors, engineers, commissioned sales employees, L/O Programming employees, employees in Human Resources and Payroll Departments, guards, supervisors and professional employees and all other exempt, pursuant to the provisions of the Labor-Management Relations Act of 1947 (as amended).

ARTICLE 4

Scope of Work

The work covered by the Agreement to be performed by employees shall include all work in connection with the installation (e.g., single family, multiple dwelling units, commercial, municipal) of service, testing, operation, maintenance and repair of the cable and broadband service and associated electronic apparatus.

ARTICLE 5

Management Rights

Section 1. The Union recognizes that the management of the plant and business and the direction of the work force are vested exclusively in the Employer. Accordingly, unless otherwise limited by the express provisions of this Agreement, the Employer shall have the right to: hire, select and determine the number of its employees, including the number assigned to any particular work and classification and the number of employees within classifications assigned to any shift, work week or work location; promote within and outside of the bargaining unit; discipline, suspend and discharge employees consistent with the terms of this Agreement; release and layoff employees for lack of work; transfer employees from one job to another; assign work; require work related duties other than those normally assigned to be performed; promulgate and enforce reasonable rules and regulations governing the conduct of its employees, schedule the hours of work; determine and schedule when overtime shall be worked; install or remove equipment; determine the methods, procedures and materials to be utilized; sell, lease, assign, relocate, transfer or otherwise dispose of all or part of its plant, business or equipment; subcontract work; introduce new or improved methods of operation or technology; train employees; reasonably determine work pace, work performance levels and standards of performance of employees; and select supervisory personnel. However, the actions of the Employer must be consistent with the provisions of the Agreement and the Union retains the right to grieve and arbitrate any actions of the Employer which it believes are contrary to the provisions of the Agreement.

Section 2. The foregoing statement of the rights of management are not all inclusive and, therefore, shall not be deemed to exclude any other inherent management prerogatives not expressly stated above.

ARTICLE 6

Union Security and Checkoff

Section 1. As a condition of employment, each employee shall, after thirty (30) days from date of hire, become a member of the Union. All employees who are now members or hereafter become members of the Union shall, as a condition of continued employment, remain members during the term of this Agreement. An employee who shall tender the initiation fees (if not already a member) and all periodic dues uniformly required to acquire or retain membership in the Union shall be deemed to have met such conditions.

Employees to whom membership in the Union is denied or terminated solely because of their failure to tender the uniform initiation fees or periodic dues shall not be retained by the Company. No employee shall be discharged pursuant to this Section, however, unless he has failed to tender his delinquent dues and/or initiation fees within seven (7) working days after the Union has sent written notice of such delinquency to the employee and the Company is advised of such failure in a letter requesting such employee's discharge.

Section 2. Upon receipt of a signed authorization from any employee in the unit represented by the Union, the Company shall deduct from the employee's pay the amount owed to the Union by each such employee for initiation fees and monthly dues and the Company will transmit to the authorized representative of the Union the total deductions made in the above manner, by check, within two (2) weeks of the day such deductions are made. Any employee may revoke his Union dues checkoff authorization at any time by giving written notice to the Company. Upon receiving notice from an employee removing his Union dues checkoff authority, the Company shall thereafter notify the Union of the receipt of such notice.

Section 3. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, unfair labor practice charges or other forms of liability that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or reliance on any list, notice or assignment furnished under any such provision.

ARTICLE 7

No Strike – No Lockout

Section 1. During the term of this Agreement, except as provided in Section 3 below, the Company agrees not to conduct a lockout and the Union, its agents and members, agree not to call, authorize, aid, instigate, condone, support or engage in any strike, slowdown, sympathy strike, or work stoppage, or authorize, condone or support any interference with the maintenance, construction or repairs of the cable system, or interference with the egress or ingress of the Company's properties or work sites. This Article shall serve as a clear and unmistakable waiver by employees of their rights to engage in any activity prohibited under this Article.

Section 2. In the event of any unauthorized work stoppage, strike, or work slowdown, the Union agrees that it will take action to correct said violation, including the posting of notices that such action is in violation of the terms of this Agreement and urge its members to return to work in a normal fashion. Nothing herein shall be construed to limit the Employer's right to take disciplinary action, up to and including discharge, against any employee for violation of these provisions.

Section 3. No employee shall be penalized by the Employer for his refusal to cross a primary picket line at a location or site away from the Employer's primary places of business, once it is deemed to be legal. In the event an employee refuses to cross a lawful picket line, the Employer, in its sole discretion, may utilize unrepresented employees, contractors, supervisors, and/or any members of management to perform the work.

ARTICLE 8

Successors and Assigns

This Agreement shall be binding upon the parties and a buyer or transferee. In the event the Employer sells, assigns, leases or otherwise transfers control, operation, or assets of its business to another person, entity, corporation, company, partnership or firm which affects unit employees, this Agreement shall be binding upon the buyer or transferee. The Employer shall provide this Agreement to the prospective buyer or transferee. The Employer and prospective buyer shall provide the Union with as much advance notice as may be possible (but not less than five (5) days prior to closing the sale or transfer), and shall upon request by the Union, meet and negotiate in good faith with the Union regarding the effect (other than the assumption of this Agreement) of such sale, assignment, lease, or transfer on unit employees

ARTICLE 9

Non-Competition

Section 1. No employee covered by this Agreement shall serve as an officer, director or employee of any other business or be self-employed in any business that engages in the operation, construction, maintenance, selling, marketing or delivery of video signals, telephony, data or on-line or interactive services or the sale equipment for the operation, construction, maintenance or delivery of video signals, telephony, data, on-line or interactive services, whether through coaxial cable, fiber optic cable, affair signal, satellite distribution systems or in any business in competition with the Employer without the written authorization of the Employer. Employees shall not use tools, supplies or vehicles for other than the Employer's business without prior consent from the General Manager.

Section 2. Employees shall be notified in writing of their violation of this Section and shall be given sixty (60) days to discontinue their activities which are in violation thereof. An employee's failure to discontinue his activities in violation of this Section within such time frame shall result in discharge.

Section 3. The restrictions set forth above in paragraph A shall not apply to employment at establishments whose principal business activity is not restricted under paragraph A, except employees may not engage in the selling of any satellite dishes, satellite services, DVR services or equipment, telephony services, or internet services with the Employer even while working for such establishment.

ARTICLE 10

Probationary Employees

A new Employee hired by the Employer shall for a period of 120 calendar days from the date of hire shall be deemed to be a Probationary Employee and the Employer may during this Probationary Period discharge such Employee for any reason and such termination shall be without recourse to the grievance/arbitration process. Granting that the Employee successfully completes the Probationary Period, he shall be listed as a regular Employee. Days not worked due to any type of absence shall not be counted.

ARTICLE 11

Temporary Workers

Section 1. Temporary Agency Workers.

Individuals supplied by outside employment agencies may be utilized for a period of time not to exceed six (6) continuous months or for a special project not to exceed nine (9) continuous months, at which time the individual shall be permanently removed. If the Company continues the use of an individual for more than the six (6) continuous months (or nine (9) continuous months for a special project), the Company shall either hire the individual into the bargaining unit or post the position.

Section 2. Temporary Employees.

A temporary employee is an employee who is employed by Comcast (this does not include Temporary Agency Workers) to perform bargaining unit work for a period of time not to exceed six (6) months or for a specific project not to last longer than nine (9) months. The only provisions of this Agreement that apply to temporary employees shall be the minimum rates of pay for the work performed. A temporary employee who is retained longer than six (6) months or after the project is completed shall be immediately reclassified as full-time or part-time and placed on the seniority list from their original date of employment. Temporary employees shall not exceed three (3) employees at any given time.

ARTICLE 12

Part-Time Employees

Section 1. Part-time employees regularly scheduled to work less than twenty (20) hours per week shall not be eligible for any of the benefits of this Agreement (including but not limited to holidays, vacations, paid bereavement leave, paid jury

duty, flex days, insurance benefits) other than the hourly rate of pay which is set forth in Article 14 of this Agreement They shall, however, be entitled to all benefits required by law. The Company and the Union agree to monitor the purpose and usage of employees in this category.

Section 2. Part-time employees who are regularly scheduled to work between 20 and 39 hours per week, inclusive, shall receive pro-rata benefits, except there shall be no pro-ration of insurance benefits. Insurance benefits will be available to employees in this category on a uniform basis (except for premium costs) with the full-time employees.

Section 3. Part-time employees shall be employed only in the Converter, Test/Repair and Bench Test Classifications. The total number of part-time employees shall not exceed twenty-five percent (25%) of the aggregate number of the full-time employees in all such classifications.

ARTICLE 13

Hours of Work

Section 1. The work week for employees will be forty (40) consecutive hours based on eight (8) consecutive hours per day, five (5) consecutive days per week, or four (4) consecutive days of ten (10) consecutive hours per day. Employees shall receive their days off consecutively, except that employees hired after March 1, 2011 shall receive at a minimum 2 consecutive scheduled days off per week. However, nothing in this Article shall be construed as obligating the Company to provide or pay for any minimum number of hours a week or day, except as noted in the case of call-in/standby pay, with such exclusion regarding circumstances beyond the Company's control as indicated.

Section 2. The Company shall give an employee no less than five (5) calendar days notice of any changes in the employee's regular work week. This section shall not apply to overtime situations.

Section 3.

- a) A regular work shift shall include an unpaid lunch period of either one half (1/2) hour or one (1) hour, as determined by management. Each employee is required to obtain authorization prior to signing out for his lunch period each day.
- b) The established Day shift for any position covered under the Agreement shall have a starting time between the hours of 6:30 a.m. (6:00 a.m. for Line Technicians and Electronic Technicians) and 11:59 a.m. The established Afternoon shift for any position covered under this Agreement shall have a starting time after 12:00 p.m. Midnight shifts for any position covered under this Agreement may be established at the discretion of management with proper notification provided to the Union.

- c) All unit employees shall receive one (1) paid fifteen (15) minute break before lunch and one (1) paid fifteen (15) minute break after lunch.
- d) The consecutive scheduled days off for all unit employees shall include a Saturday or Sunday.

Section 4. Notwithstanding the above stated shifts, operating conditions and customer service requirements may require the establishment of additional shifts or changes in hours of current shifts. Any new shifts will be determined by management with proper notification given to the Union.

Section 5. Shift/Schedule Assignments

- a. Employees qualified to perform the work shall be identified by management.
- b. Management shall determine the number of employees required on each shift and the classifications affected.
- c. Shift/Schedule assignments shall be made as follows:
 - 1) Employees in decreasing order of seniority shall be given the opportunity to accept the assignment.
 - 2) If all the required openings haven't been filled, management shall ask for volunteers to fill the remaining openings.
 - 3) If all the required openings have not been filled after steps 1 and 2, management shall assign qualified employees in increasing order of seniority starting with the least senior employee affected.

Section 6. Report-In Pay.

Any employee who reports to work at the regular starting time of his shift and has not been advised at least four (4) hours before hand not to report will be guaranteed four (4) hours work or pay at his present pay rate.

Note: Foregoing provision will not apply in the case of emergency or acts of God such as fire, flood, power failure or work stoppage by employees.

ARTICLE 14

Wages

Section 1.

Employees on the payroll as of the date of ratification shall receive the wage

adjustments provided in the separate MOA.

Section 2. Employees who are hired after the ratification date of this Agreement or promoted to a new classification during the life of this agreement shall be paid as set forth below:

- a. Employees in the classifications of Service Technician, Advanced Service Technician, or Maintenance Technician shall be paid the applicable wage rates set forth in Appendix A. Upon completing all steps in their classification progression, they shall be paid the percentage increases set forth in Section 3 below.

Section 3. All employees identified in the MOA shall receive the following percentage increase added to their base pay on the dates set forth below. The first annual percentage increase is applied after the agreed wage adjustments shown in the MOA have first been applied to the base hourly wage. If an employee has not been at his or her current rate of pay for at least twelve (12) months as of the effective dates of the increased provided below, then the employee shall receive the increase pro-rated for the amount of time the employee has been at their current rate of pay. Such pro-ration shall be calculated by dividing the number of days the employee has been at their current rate of pay by 365.

Year 1 (4/1/16)	Year 2 (4/1/17)	Year 3 (4/1/18)
2%**	2%	2%

Section 4. All employees who are hired after ratification of this agreement and who do not appear in the MOA, and hereafter have been at the top of the progressions set forth in Appendix A for at least twelve (12) months, as of the anniversary date of the contract, shall receive the applicable annual increases set forth above in Section 3.

Section 5. All active employees who were employed on the ratification date for this Agreement shall receive a lump sum payment of one thousand four hundred dollars (\$1,400.00).

** Initial 2% increase is accounted for in the MOA referenced in Section 1.

ARTICLE 15

Overtime

Section 1. For work performed in excess of forty (40) hours in any work week, employees shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate of pay. No employee shall be required to take time off to compensate for overtime that has been worked or is to be worked to avoid the payment of overtime. Time paid but not worked and recoup time shall be deemed time worked for purposes of calculating overtime. In the event an employee actually works on a holiday or on a vacation day, for purposes of determining overtime, he shall be credited with the hours actually worked or eight (8) hours, whichever is more. Overtime shall not be

worked unless specifically authorized by a supervisor. If a supervisor is unavailable, employees shall notify dispatch that overtime is required. Nothing herein shall be interpreted to limit dispatch in its ability to assign work to an employee. There shall be no pyramiding of overtime or premium pay.

Section 2.

1. Subject to Article 13 (Hours of Work), the scheduling of all working hours, including overtime, shall be within the sole discretion of the Employer. The Company shall use its best efforts to schedule work that may be completed within the employee's regular work hours. Employees are expected to work any reasonable amount of overtime requested. The Company will give reasonable consideration to requests to be excused from overtime provided it is requested in advance.

Employees must check in with their supervisor or designee periodically during the day in the time frames established by management. In addition, employees who do not expect to complete all work orders during their shift shall so notify their supervisor or designee within the time frame established by management, which may vary from facility to facility.

2. Except for overtime required to complete daily work assignments which is the responsibility of the employee to whom such work is assigned, overtime work within a classification and location shall be assigned to employees within such classification and location who shall have signed an overtime volunteer list. Such List shall be available on a weekly basis. Employees may place their name on such list each week and may remove their name by notifying their supervisor. Overtime opportunities shall be offered to such volunteers by rotation, commencing in the order of classification seniority. The Employer shall return to the top of such list at the beginning of each week. The Company shall use its best efforts to issue employees their last assignment of the day no less than two (2) hours before the end of their scheduled shift so as to minimize the likelihood that an assignment will commence after the end of their shift.

3. If insufficient volunteers are obtained in this manner, such overtime shall be offered to employees in successively higher classifications who have placed their name on their classification's overtime volunteer list and shall be offered to them in order of seniority on a rotating basis. If an insufficient number of employees in such higher classifications volunteer for such work, such overtime shall be mandated to employees in the classification and location where such work originated, in the inverse order of seniority. When mandating overtime, the Employer shall rotate such assignments among employees (e.g., the least senior employee shall not be mandated to work overtime again until all other employees in the classification and location shall also have been mandated to work overtime). If insufficient employees are obtained to perform the required work, such overtime shall be mandated to employees in successively higher classifications in the inverse order of seniority as described above.

Section 3

The overtime sign up schedule referred to above in Section 2 subparagraph 2 shall provide places where employees may indicate their preferences to work both end-of-day and off-day overtime.

Installers and Service Technicians who sign up for additional off-day work may remove their names, provided they do so at least two (2) weeks prior to the workweek in which they have volunteered to work. Otherwise, if they fail to appear for selected off-day work for the entire shift, the date will be treated like a regularly scheduled work day and may be subject to the attendance policy if applicable.

Employees who sign up for off-day work may not utilize any paid benefit time on a day for which they have volunteered overtime.

The Company will post sign up sheet covering no less than 3 month periods. The sheet will be posted on or adjacent to the Company hallway bulletin board.

ARTICLE 16

Standby/Call Out

Section 1. Standby. Qualified employees shall serve on standby duty on a rotational basis, according to seniority, to cover a seven (7) calendar day period. Employee(s) may be assigned less than seven (7) consecutive calendar days by mutual agreement of the employee(s) and management. An employee who is assigned to standby shall make whatever arrangements are necessary which will permit the employee to be reached by telephone or pager. An employee assigned to standby is responsible for fulfilling that duty for the duration unless another qualified employee agrees to take his place with the supervisor's approval. Standby shall be compensated as follows:

- a. Work time will be paid at the applicable overtime rate from the time the employee leaves home until the time the employee returns home.
- b. In addition to compensation for time worked, if any, the employee shall also be paid a minimum of one hour at the applicable overtime rate on regularly scheduled work days, and two hours at the applicable overtime rate on regularly scheduled days off and holidays, for each day of standby duty.
- c. An employee who is required by management to use his own vehicle to respond to a call, shall be compensated for mileage via the most direct route from the employee's residence to the designated area to pick up an assigned vehicle and, after completion of the work, travel via the most direct route from the designated area where the Company's vehicle is dropped off back to the employee's residence.

Section 2. Call Out. The Company and the Union agree that the nature of the service rendered by the Company to the public necessitates the furnishing of

continuous regular services which may require the availability of employees at any time.

The Union and all bargaining unit employees recognize the right of the Company to call for their service and require them to come in at any time, day or night. The Company will not call out employees unless it has first utilized available employees on Standby from that reporting facility. Once it has been established that a call out is necessary, the Company will call the employee whose name appears next on the Call Out list and require them to come in. Any employee not assigned to standby or scheduled overtime who is called out after returning home on a work assignment not contiguous with the employee's regular work hours or scheduled overtime, shall be compensated as follows:

- a. Work time will be paid at the applicable overtime rate from the time the employee leaves home until the time the employee returns home;
- b. The employee will receive a minimum guarantee of two (2) hours work or two (2) hours pay at the applicable overtime rate in lieu thereof;
- c. An employee who is required by management to use his own vehicle to respond to a call, shall be compensated for mileage via the most direct route from the employee's residence to the designated area to pick up an assigned vehicle and, after completion of the work, travel via the most direct route from the designated area where the Company's vehicle is dropped off back to the employee's residence.

Section 3. When an employee on standby or call out (as defined herein) is required to work eight (8) or more hours and actually works to within eight (8) hours of his next regularly scheduled shift, the employee shall not be required to report to work for eight (8) hours after the end of such work without loss of pay.

ARTICLE 17

Shift Differential Pay

Employees assigned to a scheduled weekly shift that commences before 6:00A.M. or ends after 9:00 P.M shall be paid \$1.00 per hour in addition to their regular rate for all hours worked on such shift before 6:00A.M. or after 9:00 P.M. The assignment of overtime hours shall not require the payment of shift differential. Such shift differential shall not be added to sick pay, holiday pay, vacation pay or any other paid leave.

ARTICLE 18

Out of Class Pay

Employees temporarily assigned to perform work in a higher-rated classification shall be paid the appropriate rate of pay for the higher classification for all time actually worked in the higher classification. Employees temporarily assigned to work in a lower-rated classification shall not suffer any reduction in their regular base rate of pay for all hours worked in the lower classification.

Pay for time actually worked as referenced above shall mean one (1) hour at the higher rate for the first fifteen (15) through sixty (60) minutes of the assignment and at one half (1/2) hour intervals thereafter.

If an employee performs the work of a higher-rated classification for four and one half (4 ½) hours or more during the course of a shift, such employee shall be paid at the higher rate for that entire shift. If an employee is called out at night and performs the work of the higher-rated classification at any time during the call-out period, such employee shall be paid at such higher rate for the entire call-out period.

ARTICLE 19

Leadperson Assignment

The Company may, if it deems necessary, appoint a qualified non-supervisory employee to act as a "leadperson". Employees who wish to volunteer for leadperson positions may submit their names to the appropriate manager; however, the Company is not required to appoint leadpersons only from among those who volunteer. Seniority shall be a consideration in such an assignment. However, seniority shall not be the governing factor nor shall it prevent the appointment of an employee with less seniority who is better qualified and available for the appointment. A senior employee who is not given a leadperson appointment shall be informed, upon request, why the successful candidate was given such appointment.

While designated as a leadperson, the employee shall receive a differential of 10% in addition to his regular rate. Such differential shall not be included in calculating as employee's flex day, vacation, holiday pay, bereavement leave, or any other paid leave.

The Company may request an employee to train another employee. Training duties will include but not be limited to, instructing the trainee and providing feedback to the supervisor. The employee will receive the leadperson differential for the working hours spent with the trainee.

ARTICLE 20

Classification Description

Section 1. The Employer shall develop all job descriptions and determine the classifications for said descriptions. All job descriptions shall be in writing with a complete set of said descriptions retained by the Employer and the Union.

Section 2. Any new job descriptions developed and classified by the Employer or the reclassification of an existing job description by the Employer shall be discussed with the Union. In the event of a dispute over the subject job description or classifications of said descriptions the Employer can implement said job classification.

Section 3. In the event of dispute over the implementation of a new job description or classification, the issue will be subject to the grievance procedure.

ARTICLE 21

Promotions

Section 1. Except as stated in the next paragraph, Seniority shall prevail on promotions provided the senior employee has the requisite skill and ability to perform the job. Current employees shall be given preference for promotional job vacancies over new applicants for employment provided the current employee has the skills and abilities to perform the subject job.

For the Advanced Service Technician Title, successful candidates who shall be selected from the bargaining unit shall be required to pass necessary written and field tests, meet all requirements for the position and selection shall be based on the past performance of the technician. When all else is relatively equal, selection shall be based on seniority.

Section 2. The Company shall, at its discretion, designate a number of employees in certain job groups who will be offered the opportunity to participate in classroom and/or correspondence training courses which will prepare them to take the requisite test(s) for the next higher level job.

Section 3. Employees will be offered the opportunity to participate in the designated requisite training on the basis of seniority as defined in Article 41 of this Agreement, and must be performing all job duties, including having good attendance at acceptable performance levels meaning having received no discipline at the final written warning level within the preceding 6 month period.

Section 4. At the time an opening is to be filled, those employees who have completed the requisite training, as described in Section 2, will be tested to determine if they have obtained the requisite level of knowledge. Employees who pass the test(s) will be placed on an availability list on the basis of seniority, as defined in Article 41, Each availability list shall be valid for a period not to exceed one (1) year from the date such a list is compiled.

Section 5.

- a) Employees, on the appropriate availability list, will be offered probationary promotions as the subject jobs are filled in accordance with section 1. Employees will be selected in seniority order beginning with the most senior.
- b) Employees, on the appropriate availability list, may be

offered temporary promotion to fill vacancies caused by temporary disabilities or approved leaves of absence. If employees are selected to fill such temporary positions, they will be selected in seniority order beginning with the most senior.

Section 6. Employees who are selected per Section 5 a., shall be in a probationary status for a period not to exceed 90 working days, and shall be evaluated after sixty (60) working days.

Section 7. An employee promoted to a higher classification shall receive a one dollar (\$1.00) per hour wage increase, a 5% increase, or be brought to the minimum rate of pay in the higher classification, whichever is greater.

Section 8. a) Employees who fail to meet job performance standards

during the probationary period shall be removed from the subject job at or before the end of the probationary period. When the employee is removed from the job, he shall return to the job held prior to the promotion. The employee's rate of pay shall be reduced to what he was receiving prior to the promotion.

b) Employees who are removed from jobs obtained through temporary promotions shall be returned to the appropriate availability list. Employees who return to an availability list under this Section shall be deemed eligible for promotions under Section 5. a. or Section.5. b., for a period not to exceed one (1) year from the date of return to the subject list. The employee's rate of pay shall be reduced to what he was receiving prior to the promotion.

ARTICLE 22

Time and Travel

Section 1. The Employer shall have the right to designate the method of travel to be used in all instances while on Company time, except that no employee shall be required to use his or her own vehicle without consent.

Alternatively, the Employer may, at its sole discretion, allow all employees in eligible classifications to park Employer vehicles at the end of the workday at their residence or at designated locations at or in close proximity to the system office to which the employee customarily reports each day. If an employee and his residence meet the requirements of the Comcast Home Garaging and Home Dispatching policies and volunteers to park their vehicle at their residence and/or are home dispatched, these

policies will be followed both as to defining “work time” and as to employee responsibilities. The Employer may discontinue home garaging and/or home dispatching at any time without bargaining with the union, but must give thirty (30) days notice before it changes the requirement as to where employees must park the vehicles and/or home dispatching.

Section 2. It is understood that the Company is not responsible for any traffic fines resulting from vehicular moving violations, nor for parking violations where the employee used misjudgment in parking, while operating the Company’s vehicles or the employee’s own vehicle when used for Company authorized business purposes. Any driver of a Company vehicle must notify the Company immediately of any equipment or vehicle safety malfunctions. Traffic fines for equipment malfunctions and/or vehicle stickers are the responsibility of the Company.

Section 3. Any employee who drives a Company vehicle or the employee’s own vehicle while on Company authorized business must possess and maintain a valid driver’s license.

Section 4. Any Company vehicle may be used only for a Company authorized business purpose and must not be used for personal business except incidental personal business in connection with standby, call-in and daily travel to and from work. Only authorized employees of the Company will drive or ride in any Company vehicle.

Section 5. The Company agrees to reimburse employees the then-current IRS standard for mileage allowance when an employee is authorized to use his or her personal vehicle on Company business and submits the appropriate Company-supplied expense report (showing mileage and tolls) to the Company.

Section 6. The Employer may request that the employee file with the Employer mileage reports giving the mileage reading of the vehicle at the start and finish of each day’s work.

Section 7. The employee shall report to the shop or job site unless otherwise notified.

Section 8. Employees shall not be required to work outside the geographic jurisdiction of this Agreement. This does not include training.

Section 9. Employees attending training shall receive the following compensation in connection with their travel to the training facility:

- a. Employees who first report to their work facility to retrieve and drive a Company vehicle to the training facility shall be paid for all hours driving the Company vehicle to and from the training facility.
- b. Employees directed to drive their own vehicle and report directly to the training facility shall be reimbursed at the then-current IRS mileage

allowance only for those miles traveled in excess of miles normally traveled to their work facility. The employee shall submit an expense report on a Company-supplied form.

- c. Except as provided above, employees attending full-day training shall not be paid for travel time nor reimbursed for mileage; provided that if employee travel time or expenses are compensable under federal or state law, nothing in this agreement shall be construed to be a waiver of those rights.

Section 10. On board positioning systems (OBPS) installed in Company vehicles is a tool to assist employees in providing timely customer service and efficient utilization of Company vehicles. It is understood that the Company may utilize OPBS data concerning vehicle speed, location and idle time for disciplinary purposes in accordance with Article 39. It is understood that employees will not be disciplined for excessive idle time situations involving extreme weather.

ARTICLE 23

Uniforms, Boots and Tools

Section 1. Uniforms. The Employer may require employees to wear Employer uniforms during work hours and in work areas and employees shall not be permitted to substitute other clothing for the uniform clothing that is provided. Uniform clothing may include, but is not limited to, work shirts, hats, and coats. The Employer may designate some of the uniform items as optional (such as hats or jackets), but if an item of that type is worn, it must be the uniform item provided by the Employer, however non-uniform hats may be worn in the Employer's facility as long as they do not contain anything inflammatory, derogatory or offensive but may not be worn in Employer trucks or in front of Customers. Items worn by the employee that are not provided by the Employer (i.e.: pants) must be professional in appearance, free of rips and tears, and must be clean. Should the Employer require employees to wear uniforms, the Employer shall provide said uniforms to each employee. Employees shall sign a receipt for all uniforms received and will be responsible for care of same and return to the Employer upon request. Uniforms worn out shall be replaced upon return to the Employer.

Employees shall not wear any button, pin, sticker advertisements, insignia, or logos except those provided by the Employer. Employees also shall not be permitted to alter or add to their uniform clothing in any way (including for example, by the alteration, removal, or covering of Company insignia or logos or the addition of patches, embroidery, writing or other adornment). However, employees may wear one (1) pin no larger than two (2) inches in diameter that signifies their Union affiliation so long as the pin does not cover the Employer's logo and/or insignia and is not inflammatory, political, derogatory or offensive in nature. If the employee is a

Union steward, he or she may also wear a "Union steward" pin of the same or smaller size so long as the steward pin does not cover the Employer's logo and/or insignia.

Section 2. Boots. Regular full-time employees shall be eligible to participate in the Safety Boot reimbursement plan (policy) provided by Comcast Cable in the Greater Chicago Market for all of its non-Union employees under the same terms, conditions and eligibility requirements of such plan which may be changed at the sole discretion of the Employer from time to time. The Employer may add, delete or modify the Safety Boot reimbursement plan (policy) without the necessity of reopening this Agreement or engaging in collective bargaining with the Union as long as the changes are not different than those made to the plan (policy) for other non-represented employees in the Greater Chicago Market.

Section 3. Tools.

- A. The Employer will furnish each employee necessary and required tools. The proper care and maintenance is the responsibility of the employee. Employees must ensure that tools are properly maintained and secured at all times. Employees will sign a receipt for all tools and equipment received and will return them to the Employer upon request. The Employer will replace a tool or piece of equipment that becomes unusable through normal wear and tear. The Employer shall provide lockable vehicles or other secure location for the storage of tools and equipment issued to employees.
- B. The parties agree that tools are costly and that it is important for employees to properly care for them. The loss or abuse of tools and equipment may result in discipline. Lost, misplaced or damaged tools must be reported immediately to the supervisor/manager.
- C. The nature, type and selection of all tools and equipment shall be subject to the Employer's sole discretion.

ARTICLE 24

Vacations

Section 1. Employees shall accrue vacation hours in the Company's accrual program on the following basis: employees with one (1) year of service will accrue two (2) weeks of annual vacation. Those with five (5) years of service will accrue three (3) weeks of annual vacation. Those with ten (10) years of service will accrue four (4) weeks of annual vacation.

Section 2. By the first of October of each year, the Company shall notify the employees and the Union of the number of employees who can be allowed to take a vacation during any given work week. The Company will also provide the names of those employees who are at risk of losing their rights to continue accruing vacation, and the date during that calendar year on which such employees will maximize their accrual and keep the employees so apprised. The Company will expect the

employees to request their vacation weeks in writing no later than November 1. The Company will then develop the vacation schedule, taking into consideration work and force requirements, the employee's written request, and seniority. Employees who do not submit a written request to the Company by November 1, may select their vacation on a "first come" basis from the remaining vacation weeks available after the written requests of other employees have been approved. Employees should endeavor to make such requests as far in advance as possible. After an employee has selected a vacation period and it has been approved by the Company, such vacation period shall not be changed unless by mutual agreement between the employee and the Company.

The Company shall post the vacation schedule where it can be reviewed by all employees no later than December 1. The vacation year shall run from January 1st through December 31st for scheduling purposes.

Vacation pay for regular employees shall be forty (40) hours times the employee's base hourly rate, plus applicable shift differential. Employees normally scheduled less than forty (40) hours per week shall be computed on the average hours worked per week in the preceding six (6) month period times the employee's base rate, plus applicable shift differential, at the time of the vacation.

After the vacation schedule has been posted, if the Company opens up extra vacation time as a result of an employee's leaving the work group, and employee's changing his vacation period, or additional vacation time being added at the Company's discretion, such extra vacation time will be made available as follows: The Company will post the extra vacation time for at least five (5) working days so that eligible employees may request such time by signing the posting. When two or more employees bid for the same period, seniority shall be the governing factor.

Section 3. A week of vacation shall mean a period of seven (7) consecutive days including Saturdays, Sundays, and holidays.

Section 4. Employees who are eligible for two (2) weeks of vacation, may, at their option, and in accordance with the present vacation scheduling practice, schedule a one (1) week portion of such vacation one day at a time. Employees should endeavor to make such requests as far in advance as possible. Supervisor approval of such requests will be made based on the number of open slots and/or the operational needs of the Company. Employees eligible for more than two (2) weeks of vacation may schedule up to two (2) weeks one day at a time. Scheduling of day at a time vacation time will be done only after full weeks' vacation have been approved.

ARTICLE 25

Holidays

All regular full-time employees covered by this Agreement who have completed their probationary period of employment shall receive eight (8) hours at their regular hourly rate although no work is normally performed on the following ten (10) holidays or days celebrated in lieu thereof:

New Year's Day (8 hours)

Martin Luther King, Jr. Day (8 hours)

Memorial Day (8 hours)

July Fourth (8 hours)

Labor Day (8 hours)

Thanksgiving Day (8 hours)

Christmas Day (8 hours)

The three (3) remaining holidays can be scheduled by the employee after obtaining prior supervisory permission. In order to be eligible for and receive holiday pay, an employee must work both the scheduled day before and the scheduled day after the holiday, unless on approved paid leave.

An employee scheduled to work on a contractual holiday shall receive one and one-half (1 ½) times his regular rate of pay for all hours worked in addition to the holiday pay.

Employees working 10-hour days will receive eight (8) hours holiday pay for each holiday and have the option to utilize paid benefit time for the remaining two (2) hours or take it unpaid.

ARTICLE 26

Flex Days

Section 1. Non-probationary employees regularly scheduled to work forty (40) hours per week shall be given sixty-four (64) hours to be utilized for flex days per calendar year. Non-probationary employees regularly scheduled to work less than forty (40) hours per week shall be given a pro-rated number of flex days/hours based on their regularly scheduled number of hours. Flex days may be utilized in two-hour increments.

Employees working 10-hour work days shall have the option to take a full flex day for which eight (8) hours are paid and two (2) hours are unpaid, or for which all ten (10) hours are paid.

Section 2. The flex day calendar year begins October 1st and ends September 30th. Employees who finish their probationary period during this specified calendar year shall receive a pro-rated number of flex days.

Section 3. Employees using their flex days shall be paid their regular straight time rate of pay not to exceed eight (8) hours per day or ten (10) hours per day, to a maximum of sixty-four (64) hours, in the case of any employee assigned to a four (4) day – ten (10) hour shift.

Section 4. Flex days can be taken as scheduled or unscheduled time off, but are not considered an excused absence for holiday purposes unless previously scheduled and approved by your supervisor. Unscheduled flex days taken on the first scheduled workday before and/or after a holiday will result in a loss of holiday pay.

Section 5. In the event that a flex day is taken as unscheduled time off, the employee must report the absence at least thirty (30) minutes prior to the beginning of the shift to his or her immediate supervisor or to any other supervisory or management official. In cases when the absence is reported over the telephone, the employee has the responsibility for obtaining the name of the person to whom the absence is reported. Absences shall not be reported by fellow employees, friends, neighbors or other persons except where circumstances reasonably prevent the employee from reporting his or her absence personally. The failure to comply with the requirements of this provision may result in discipline. If an employee uses three (3) or more consecutive unscheduled flex days, the Company may require a doctor's note or documentation of a personal emergency necessitating the time off.

Section 6. An employee may receive up to a maximum of \$1,000 (gross) for unused flex days after the end of the flex day calendar year. The amount the employee receives for unused days is based on the employee's base wages in the flex day calendar year. If an employee is laid off, quits, or is discharged from the Company before September 30th of the flex day calendar year, the employee is not eligible to receive payment for any unused flex days. Recalled employees receive a pro-rata complement of flex days upon their return to active duty. If the employee is not an active employee on September 30th, the employee will not receive payment for unused flex days until the employee returns to active status.

Flex days shall be paid as used. Flex days may not be carried over from one flex day calendar year to another.

ARTICLE 27

Bereavement

Section 1. Non-probationary employees shall be granted up to three (3) days paid leave at regular straight time rates of pay as compensation for actual work days lost because of the death of an employees' immediate family member: Employee's spouse, same sex domestic partner, parent, parent-in-law, step-parent, grandparent, sibling, sibling-in-law, step-sibling, child, step-child, grandchild, legal guardian or ward (including those of a spouse or same sex domestic partner). There shall be no payment of bereavement pay in lieu of the employee actually taking the bereavement leave. The employer may require proof of death.

Section 2. Employees must inform their supervisor as soon as possible that bereavement leave is needed. Typically, this leave occurs immediately before and/or after the funeral service.

Service 3. An employee shall not be entitled to bereavement leave if, at the time of death, the employee is on a leave of absence, layoff or is otherwise not actively at work for the employer.

Section 4. An employee who wishes to attend the funeral of a friend or relative who is not included within the definition of "immediate family" as set forth above, may be granted an unpaid leave of absence for that purpose. The employee may also request accrued time off, not to exceed one (1) day, to attend the funeral of a friend or a family member outside their immediate family.

ARTICLE 28

Jury Duty Pay

Whenever a regular employee is summoned for Jury Duty Service, the Employer shall pay the difference between the Jury Duty Pay and the employee's regular basic wage rate provided the employee give two (2) weeks notice to the Employer. The Employer will pay a maximum of two (2) weeks, except as required for longer periods by court directive.

ARTICLE 29

Voting Time

Section 1. In conformity with the laws of the State of Illinois, regular employees who are legitimately registered voters will be granted time off to vote at national elections. The Employer will not pay for the time necessary to vote. The employee is required to apply for such absence at least twenty-four (24) hours prior to election day. The Employer may specify the hours for such absence and request proof that the employee voted.

Section 2. An employee appointed to serve as a Judge or Clerk of Election whose service necessitates absence from assigned Company duty within the employee's standard weekly work schedule, may be excused for such absence consistent with the needs of the business.

ARTICLE 30

Leaves of Absence

Section 1. Employees who have completed six (6) months of continuous service with the Employer may be granted an unpaid leave of absence not to exceed one hundred fifty (150) calendar days in the sole and exclusive discretion of the Employer. During such leave, the employee shall not forfeit any accrued seniority provided he reports to work at the expiration of such leave and has not engaged in any regular full or part-time work for any other employer unless approved in writing, in advance, by the Employer. An employee on such leave shall not be entitled to any benefits under this Agreement.

Section 2. During the first thirty (30) days of a Personal Leave of absence, an employee may continue his health, dental, term life insurance, AD&D and long-term disability insurance by paying the standard monthly contribution for such Comcast benefits. Thereafter, such benefits may be continued only if the employee pays the employee and employer portions of such insurance premiums. During such Personal Leave of absence, the employee may also continue any voluntary insurance benefits.

Section 3. Family and Medical Leave will be implemented for bargaining unit members and will comply with provisions of the Family and Medical Leave Act.

ARTICLE 31

Military Leave

Bargaining unit employees shall be covered by the same Military Leave Policy as the non-Union employees of the Employer in the Market, under the same terms, criteria and eligibility. The Company shall have the right to add to, delete, or modify such policy unilaterally and in its sole discretion, without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit employees in the Market in the same classification.

ARTICLE 32

Insurance Benefits

Section 1. Regular full-time employees shall be eligible to participate in the group medical, dental, life, flexible spending accounts, accidental death and dismemberment, short-term and long-term disability insurance plans provided by Comcast Cable in the Greater Chicago Market for its non-Union employees in accordance with the terms, conditions and eligibility requirements of such Plans and as they may be changed at the sole discretion of the Employer from time to time. The Employer reserves the right to change insurance carriers and to alter, modify or amend the terms and conditions and eligibility requirements of the Plans (including but not limited to, changes in benefits and the payments by employees for such insurance) or terminate the Plans in its sole and exclusive discretion. The Union shall be notified in writing of all such changes in the Plans. In the event the Employer terminates any or all of the above-referenced plans pursuant to this Section and thereafter sponsors a new plan or plans, such plan or plans shall be offered to employees covered by this Agreement on such terms and conditions as offered to non-unit employees. Such new plan or plans shall be subject to the provisions of this Article.

Section 2. It is expressly agreed that neither the Employer's decision to change, modify, amend or terminate the aforementioned insurance plans shall be subject to the Grievance and Arbitration provisions of this Agreement or release the Union or its members from the obligations imposed by Article 7 (No Strike).

Section 3. Employees will receive additional benefits listed below on the same terms and conditions as non-represented employees in the Greater Chicago Region.

The Company may add, delete or modify any and all of these benefits without the necessity of reopening this Agreement or engaging in collective bargaining with the Union provided it does so to all other non-represented employees within the Greater Chicago Region: Adoption Assistance; Comcast ESOP; Employee Referral Plan; Life/Accidental Death and Dismemberment Insurance; Business Travel Accident Insurance; Flexible Spending Accounts; Automobile Insurance; Homeowners Insurance; Pet Insurance; and Legal Services.

Section 4. Regular full-time employees covered by this Agreement shall be entitled to participate in the Comcast Post-Retirement Healthcare Stipend program under the same terms and conditions that the Employer provides all non-exempt, non-bargaining unit personnel in the Greater Chicago Market as such plans or benefits may be amended from time to time. The Union shall be notified in writing of any changes. The Employer may add to, delete from, eliminate, or modify all aspects of such plans or benefits without the necessity of reopening this Agreement or engaging in collective bargaining with the Union as long as the changes are not different than those made to such plans or benefits for other non-represented employees in the Greater Chicago Market.

ARTICLE 33

Employee Courtesy Services

Active, non-probationary employees within this bargaining unit shall be eligible for the same Company services as active non-unit employees, in the classification, in the same market in which they are employed, under the same terms, criteria, and eligibility. The Employer shall have the right to add to, delete, or modify such benefit unilaterally and in its sole discretion, without any obligation to bargain, provided that such changes are uniformly applied to active unit and non-unit employees in the same market in the same job classification.

ARTICLE 34

Retirement Plan

Regular full-time employees shall be eligible to participate in the 401(k) plan provided by Comcast Cable in the Greater Chicago Market for all of its non-Union employees under the same terms, conditions and eligibility requirements of such Plans and as they may be changed at the sole discretion of the Employer from time to time. Regular full-time employees shall also be eligible to participate in other retirement plans, if any, that are provided by Comcast Cable in the Greater Chicago Market for all of its hourly-non-Union employees under the same terms, conditions and eligibility requirements of such plans and as they may be changed at the sole discretion of the Employer from time to time. Nothing herein, however, shall require the Employer to offer employees the opportunity to participate in legacy plans, plans which are no longer accepting new participants, or plans which the Employer maintains or offers to employees at certain locations as a result of an acquisition or merger. The Employer may add, delete, or modify plan(s) without the necessity of reopening this Agreement or engaging in collective bargaining with the Union as long as the changes are not

different than those made to the plan(s) for other non-represented employees in the Greater Chicago Market.

ARTICLE 35

Tuition Reimbursement

Regular full-time employees shall be eligible to participate in the Tuition Reimbursement plan (policy) provided by Comcast Cable in the Greater Chicago Market for all of its non-Union employees under the same terms, conditions and eligibility requirements of such plan which may be changed at the sole discretion of the Employer from time to time. The Employer may add, delete or modify the Tuition Reimbursement plan (policy) without the necessity of reopening this Agreement or engaging in collective bargaining with the Union as long as the changes are not different than those made to the plan (policy) for other non-represented employees in the Greater Chicago Market.

ARTICLE 36

Incentive Programs

Except as otherwise provided in this Agreement, the Employer has the sole and complete discretion to adopt, implement, modify and terminate incentive, commission and bonus programs and the Employer shall not be required to negotiate with the Union regarding the adoption, implementation, modification or termination of such programs; nor shall the Union have recourse to the grievance and arbitration provisions of this Agreement regarding same.

Notwithstanding the foregoing, the employees of the bargaining unit shall be offered the same Chicago Region-wide and Chicago Area-wide incentive programs under the same terms and conditions as the non-represented employees.

ARTICLE 37

Employee Assistance Program

Bargaining unit employees shall be eligible to participate in the Employee Assistance Program (EAP). The Employer reserves the right to change EAP providers and to alter, modify or amend the terms and conditions and eligibility requirements of the EAP, including but not limited to change in benefits and the payment by employees for such service or terminate the EAP in its sole and exclusive discretion. The Union shall be notified in writing of all such changes in the EAP. The benefits and payments under the EAP shall be no less than those provided to the Employer's non-bargaining unit employees.

ARTICLE 38

Training

Section 1. Newly-hired technical employees shall be given training in the performance of their duties and shall not, for the period of the first two (2) to five (5) weeks of employment be assigned to work alone.

Section 2. Each technical employee (excluding probationary and temporary) covered by this Agreement will be allowed a minimum of twenty-four (24) hours of training, annually, on Company time during the life of this Agreement. Training topics and areas shall be determined by Management and will be generally directed to develop the skills and abilities of Comcast employees. Areas of training are intended to include customer service, sales, Comcast product knowledge, job safety, job knowledge, vehicle, tool and equipment usage as well as technology applications including personal computers.

Section 3. The Company will give training to employees in order of seniority. Where volunteers are solicited, all employees will be given notice. The most senior volunteer will be trained first and the least senior volunteer trained last.

ARTICLE 39

Discharge, Discipline & Suspension

Section 1. The Employer shall have the right to maintain discipline and efficiency of its operations. It shall have the right to discipline, suspend or discharge an employee for just cause. Just cause for discipline up to and including discharge shall include but not be limited to:

1. Carrying, possessing or being under the influence of intoxicants or unlawful drugs while on or off the Employer's premises during working hours (including meal periods and break times), during the actual performance of work on standby or while in an Employer vehicle at any time.
2. Failure to notify the Employer of the use of prescribed or over-the-counter drugs which demonstrably interfere with the ability to perform work.
3. Carrying, possessing or transporting any firearm, knife or other weapon during work hours (including break times and overtime assignments), and during the actual performance of work on standby, or at any time on the Employer's premises, or when in an Employer vehicle. As used herein, the term "weapon" shall not include pocket knives or any work tool.
4. Unauthorized use or possession of an Employer vehicle or any other Employer property or equipment.
5. Carrying unauthorized passengers in an Employer vehicle.
6. Making unauthorized modifications or alterations to an Employer vehicle.
7. Revocation or suspension of driver's license or non-insurability under the Employer's automobile insurance liability policy; provided that driving a vehicle is a job qualification and condition of employment for a given job classification.

8. Engaging in or aiding and abetting others to engage in the theft of the Employer's CATV services or equipment.
9. Theft of any property from the Employer at any time on or off the Employer's property or from a subscriber.
10. Falsification of employment application, service reports, work orders, time sheets, time cards, driving records or other Employer records.
11. Fighting with or assaulting a representative of management, fellow employee or subscriber while on duty (including meal periods, break periods, overtime assignments and standby) or a representative of management or subscriber at any time if such altercation arises out of a work related event.
12. Obtaining a leave of absence or paid sick leave under false pretenses.
13. Conviction of any felony involving drugs, any felony or misdemeanor involving sexual assault or for any felony involving theft regardless of where such unlawful conduct occurred.
14. Deliberately abusing or damaging equipment, vehicles, property or material owned by the Employer or a customer.
15. Failure to notify the Employer of suspension or revocation of driver's license or conviction of a moving violation resulting from operation of an Employer vehicle whether or not on work time, provided that driving a vehicle is a job qualification and condition of employment for a given job classification.
16. Taking employment elsewhere during a leave of absence without Employer permission.
17. Taking unauthorized breaks or meal periods.
18. Taking breaks or meal periods in excess of the time expressly provided for in this Agreement without Employer authorization.
19. Using profane or abusive language to a subscriber, rudeness or discourtesy to a subscriber while on work hours.
20. Insubordination or intentionally failing or refusing to perform assigned work or orders, subject to any contractual limitations on scheduling.
21. Carelessness, including violation of the Employer's safety rules, endangering the safety of oneself or others or endangering the Employer's property or equipment .
22. Careless, reckless or negligent operation of an Employer vehicle.
23. Conviction of a moving violation while using an Employer vehicle.

24. Failing to submit to supervision timely reports of personal injuries which affect employee work performance or of accidents involving Employer vehicles or equipment to the Employer.
25. Sexual or racial harassment, or threats of violence orally or through Company e-mail to co-workers or subscribers.
26. Sleeping during an employee's actual work hours.
27. Leaving an assigned work area during actual work time without supervisory authorization.
28. Failure to comply with reasonable standards regarding quality or quantity of work.
- 29 Smoking in unauthorized areas of the Employer's facility.
30. Failure to report to work in uniform.
31. Failure to display employee identification when on Employer property at any time or during work hours.
32. Improper use of communication devices, use of profanity while using communication devices.
33. Failure to report to work without notice to the supervisor or manager.
34. Loss or theft of tools or vehicle due to employee negligence.

None of the aforementioned are intended to supersede any written language within this Agreement.

Section 2. All discipline must be issued within two (2) weeks of the date that management becomes aware of the alleged conduct that may result in the discipline. This period may be extended up to two (2) additional weeks if written notice is provided to the Union's Business Representative before expiration of the initial two-week period. If an employee is absent from work on the last day of the applicable two-week period, the Company may issue the discipline no later than the employee's first day of return to work.

Section 3. In any investigatory meeting or interview, or in any meeting in which discipline is to be imposed, upon request by the employee, a Steward shall be allowed to attend. The Steward shall not interfere with the conduct of such meeting. Nothing in this section limits the employee's or the Union's rights under law.

Section 4. The Employer shall promptly notify the Union of any written warning, suspension or discharge of a non-probationary employee. Time limits as set forth in Article 45 shall start to run upon receipt by the Union of the disciplinary notice.

Section 5. The Union may, within ten (10) calendar days of notification as described in Section 4 above, request a Union/Management Review Board be convened relative to the dismissal of a non-probationary employee. Such request by the Union must be made to the office of the Director of Human Resources or designee. A Union/Management Review Board shall constitute the third step of the grievance procedure.

- a. The Board will meet within twenty-one (21) calendar days from the Union's request for such meeting. The Union will advise the dismissed employee that he has a right to attend this meeting. It is intended by the parties that the employee will attend the meeting except in unusual circumstances. The purpose of the Board meeting will be to review the facts that are available concerning the dismissal, to permit the employee (or in the employee's absence or request, the Union) to present any facts which the employee believes should be brought to Management's attention when considering the matter. Upon request, information relevant to the Union's investigation shall be provided to the Union within three (3) business days (Monday through Friday) prior to the Management Review Board meeting.
- b. If, after the meeting of the Board, the Company indicates that the dismissal shall stand, any grievance involving the dismissal shall be deemed withdrawn within thirty (30) calendar days after the date of the dismissal meeting, unless the Union elects to advance the matter to impartial arbitration as provided in Article 45.
- c. Time periods may be extended by mutual consent.

Section 6. Progressive discipline will be followed under normal circumstances in order to facilitate corrective action by the employee. Discipline for non-safety violations shall become void and not considered for progressive discipline after 12 months.

Discipline for safety violations (employee misconduct that could directly lead to injury to the employee or others) other than the Vehicle Accident policy shall become void and not considered for progressive discipline after 18 months.

ARTICLE 40

Performance of Bargaining Unit Work by Non-Unit Personnel

Section 1. Unit Work.

Except as otherwise provided herein, unit work shall be performed only by unit personnel during the life of this Agreement.

Section 2. Non-bargaining unit employees

The Union and the Company agree that if the Company maintains a minimum headcount in the bargaining unit of sixty-eight (68) employees (including at least 12

Maintenance Technicians), the Company may utilize non-bargaining unit employees in Cortland's customary geographic service area without the Union asserting exclusive jurisdiction.

Section 3. Performance Of Unit Work By Supervisors, Management Or Engineering Personnel.

Supervisors, management and engineering personnel may perform unit work in cases of 1) emergencies (including but not limited to irate customers and "must do's"); 2) when available unit personnel are not capable of performing the required work; and 3) training. Non-unit employees may perform unit work in cases of emergencies involving widespread system failures and/or acts of God. Supervisors, management and engineering personnel may also perform unit work when qualified personnel are not available to do the required work during their regular working hours due to other work assignments or employee absences. Nothing herein shall be construed as restricting the performance of dispatch, direct customer contact functions, computer data entry and computer data retrieval work by supervisors, managers, engineering personnel and/or other non-unit employees provided the performance of such work by supervisors, managers, engineering personnel and other non-unit employees does not result in the layoff or reduction of regular hours of work of bargaining unit employees.

Section 4. Performance Of Unit Work By Subcontractors.

The Employer may subcontract work customarily performed by unit employees as it deems warranted provided, however, that such subcontracting shall not proximately result in the layoff or the reduction of the regular work day or regular work week of unit personnel in the department and/or classification in which such unit work is being subcontracted. The Employer shall not subcontract unit work of employees if employees on layoff are qualified to perform such work, provided that notwithstanding the foregoing, the Employer may subcontract MDU pre-wire, new build, rebuild and system upgrade work.

ARTICLE 41

Seniority

Section 1. After the one hundred twenty (120) calendar day probationary period, the seniority date of each regular employee shall be the original day of employment by the Company that has not been severed by reason of any of the provisions of Section 6 of this Article.

Section 2. All new employees shall be considered on probation for the first one hundred twenty (120) calendar days of employment and shall have no seniority rights. During this probationary period, the Company shall have the right to transfer, lay off or discharge a probationary employee without the Union filing any grievance pertaining thereto.

Section 3. An employee covered by this Agreement who is transferred to a supervisory position outside of the bargaining unit shall retain his seniority in the unit

as of the date of transfer. While employed in a supervisory position outside of the bargaining unit, the employee shall not accumulate seniority in the bargaining unit.

Section 4. The Union Business Manager or his Agent may, at any time request a seniority list including the wage rates of all employees represented by the Union and/or a summary sheet of a designated payroll period listing hours worked and wages paid.

Section 5. For the purpose of this agreement, seniority will be defined as the continuous regular full-time service with the Company and/or its subsidiaries commencing from the initial date of hire. Length of seniority for benefit purposes only will be pro-rated for any leaves of absence that exceed thirty (30) days unless protected under the Family and Medical Leave Act.

Section 6. An employee's seniority rights shall be terminated upon occurrence of any of the following events:

- a. When an employee voluntary quits his job.
- b. When an employee has been discharged for just cause.
- c. Absent more than three (3) working days without notifying the Employer, unless it can satisfactorily be proven to the Employer that it was beyond the employee's control to notify the Employer.
- d. Exceeding leave of absence without notification to the Company presenting good cause.
- e. Working for another Employer while on leave of absence. (This does not apply for absence due to layoff or Union activity.)
- f. Engaging in sales, installation or service work other than that assigned by the Employer, or using Employer property such as tools, parts, equipment or transportation for other than Company business.
- g. Layoff for a continuous period in excess of one (1) year, or in excess of two (2) years for employees with five (5) or more years of service.

Section 7. Seniority shall apply to layoffs, recalls (as provided in Article 42), vacation scheduling, start times, and shift preference in selection of day, evening or night shift; however, the Company reserves the right to assign and maintain on all shifts a sufficient number of employees who possess the skills and knowledge to properly perform the work to be done.

ARTICLE 42

Layoffs and Recalls

Section 1. Layoff Procedure.

Should it become necessary for the Employer to reduce its work force, the Employer shall provide the Union with prior notification and the layoffs shall be effectuated from the applicable classification in which the overstaffing exists. Layoffs shall be effectuated within the classification and location in which overstaffing exists by unit seniority as follows:

1. Probationary employees within a job classification shall be laid off first without regard to their individual periods of employment, followed, if necessary, by part- time employees.
2. If further layoffs are required, the full time employee with the least unit seniority within the classification affected shall be laid off, followed, in ascending order, by the next least senior employee in the affected classification. Employees who are to be laid off shall have the right to bump into a lower paying classification within their facility if they have the seniority over employees in the lower classification and have the ability to perform the work.

The Employer shall provide at least one (1) week advance written notification of layoff to the full time non- probationary employee initially scheduled to be laid off within a department. In the event no notice or less notice is provided, the Employer shall pay the difference, at straight time rates of pay not to exceed eight (8) hours per day or ten (10) hours per day in case of employees assigned to a four (4) day ten (10) hour shift, between the days of actual notice provided and the one (1) week notice required to a maximum of forty (40) hours.

Section 2. Recall Procedures.

1. Non-probationary employees on layoff shall be recalled to fill available vacancies for which they are qualified in the reverse order of layoff (i.e., the last to be laid off, the first to be offered recall). He shall be paid at his prior wage rate at the time of layoff plus any contractual wage increases, if any.

2. Employees shall be notified of recall by certified or registered mail or telegram addressed to the employee's last reported address on file with the Employer. Copies of the recall notice shall be simultaneously sent to the Union. Within five (5) calendar days of delivery of such notice, the employee must give telephonic notice of his intent to return to work and must actually report to work within fourteen (14) calendar days of delivery of said notice unless such time period is extended by mutual agreement of the Employer and employee. Recall notices not delivered by the post office because of an employee's absence from home, refusal to accept delivery, or incorrect address resulting from the employee's failure to advise the Employer of the correct address, shall be deemed delivered as of the date initial delivery was

attempted by the post office. In the event an employee fails to comply with the requirements of this provision he shall be deemed to have voluntarily resigned from his employment with the Employer.

3. To expedite rehiring, more than one (1) employee may be notified of an opening, but priority shall be given to employees pursuant to the seniority list. In such event, employees shall be required to report to work within fourteen (14) days of an actual offer to return to work. In the event of emergency, employees may temporarily be recalled out of seniority until such time as the most senior qualified employee is available and can report to work. In such event, employees shall be advised that they have been recalled out of seniority.

Section 3. Severance Pay.

An employee who is laid off for an indefinite period shall continue to receive as severance benefit his or her regular base pay (excluding all premium and differential payments) pursuant to the schedule below. Such severance benefits shall be discontinued in the event the employee is recalled prior to the exhaustion of severance benefits:

<u>Total Service With Employer</u>	<u>Number of Weeks' Pay</u>
Less than one year	0
One year	1
Two years	2
Three years	3
Five years	4
Ten years plus	5

ARTICLE 43

Steward

Section 1. The Company shall recognize the right of the Union to appoint up to four (4) shop stewards, one of which shall be the chief steward (no more than one (1) per shift, unless all shifts are covered). The Company agrees that choice and removal of these stewards is a function of the Local Union but both stewards must be selected from the current employee roster of full-time employees of the Company who are members of the bargaining unit.

Section 2. The Local Union agrees to furnish the Company with a list of its stewards, and shall furnish the Company with a notice, in writing, of any new appointment or change in its stewards, prior to the date they are to be recognized as representatives.

Section 3. For the purpose of this Agreement, Union business is defined to mean:

- a. Investigation of a problem concerning rates of pay, wages, hours of employment, or other conditions of employment.
- b. Attendance at a meeting with one or more representatives of Management for handling or adjustment of grievances or for the purpose of collective bargaining.
- c. Absence to conduct Union business away from the work area.

Section 4. Conduct of Union Business

- a. All stewards will be permitted to leave their places of work to conduct Union business as defined in Section 3 above, after receiving permission from their immediate supervisor. When, however, it is inconsistent with production demands, the supervisor will make the arrangements for the Local Union representatives to leave work, as promptly as possible. If it deems necessary, the Company may assign another employee to the job assignment of the steward during his/her absence. For Union related leaves of absence that require absence from the workplace for a full day or more, the steward will use his or her best efforts to provide two (2) weeks' notice under this section. Time spent on Union business shall be considered time worked for the purpose of calculating overtime.
- b. The Union agrees that all meetings with the Company will be scheduled during the normal hours of work, and that any employee attending a meeting with the Company held outside his regular working hours shall receive no compensation from the company for time spent at such meetings.
- c. The Union agrees that there shall be no payment to any Union Member while on Union business away from the work area.

Section 5. Employees may request the presence of a steward if they have reasonable grounds to believe that disciplinary action may occur during a meeting with a management representative. Stewards will be represented by the chief steward, with the chief steward being represented by another shop steward.

Section 6. Each employee, new to the bargaining unit, will be introduced by a Supervisor to the appropriate Union Steward, and the Union Steward will have up to twenty (20) minutes on Company time to confer privately with the employee. Such shall occur within one (1) week of the employee reporting to the work facility, but in no event more than thirty (30) days after hire.

ARTICLE 44

Access to Employer Facilities by Union Representative

Section 1. The Union's Representative may visit and have access to the plant facilities and/or other properties covered by this Agreement at reasonable times during regular business hours for the purpose of investigating grievances, attending grievance meetings with management and/or conferring generally with management officials pertaining to the terms and conditions of this Agreement. In addition, should the Union Representative desire to conduct Union business with unit employees, he may do so only on the employee's non-work time and in non-work areas. Notwithstanding the foregoing, the Union shall not conduct general membership meetings in the Employer's facilities or parking lots.

Section 2. Prior to his/her arrival at the Employer's facility, the Union Representative shall either telephone or write the Manager or his duly authorized designee with respect to the date, time and expected duration of such visit. Such notification shall take place no later than 5 p.m. the night before such visit.

Section 3. The Union Representative shall immediately announce his presence to the counter clerk, receptionist or other designated person, as the case may be, and request that he notify the appropriate management official of his arrival.

Section 4. During the course of such visit, the Union's Representative shall so conduct himself as not to interfere with the operations of the office or other work areas within the Employer's premises.

ARTICLE 45

Grievance and Arbitration Procedure

Section 1. All complaints, disputes, controversies, differences or grievances by and between the Union and the Employer and/or between unit employees and the Employer, involving the interpretation, application or performance of this Agreement shall be settled, determined, adjusted and processed in accordance with the procedures set forth in this Article.

STEP 1

Any employee or group of employees and/or the Steward having a grievance shall present same to the Supervisor or designee, in writing, within ten (10) calendar days of the event giving rise to the grievance, or within ten (10) calendar days after the employee (s) should reasonably have known or become aware of the facts or circumstances giving rise to the grievance, whichever is later. The grievance shall specify the facts giving rise to the grievance, the Article of this Agreement allegedly violated and the remedy sought. A grievance meeting with the Supervisor or designee shall be held within ten (10) calendar days of the presentation of the grievance. The Supervisor or designee shall answer the grievance within ten (10) calendar days of the meeting.

STEP 2

If the grievance is not satisfactorily adjusted in STEP 1, it may be submitted to the Manager or his designee. In order to be timely filed, the written grievance must be submitted to the Manager or his designee within ten (10) calendar days after receipt of the denial notification in STEP 1. Within ten (10) calendar days after the submission of the written grievance in STEP 2, the Union area/chief steward shall schedule a meeting with the Manager or his designee in an effort to adjust the grievance. Such meeting shall take place within ten (10) calendar days. The Manager or his designee shall answer the grievance in writing within ten (10) calendar days after the meeting. The Union's Business Representative may file a grievance concerning a dispute that affects the entire bargaining unit. Such grievance shall be submitted directly to the Technical Operations Manager or his/her designee within fourteen (14) calendar days of the incident leading to the dispute.

STEP 3

If the grievance is not satisfactorily adjusted in STEP 2, it may be submitted to the Director of Human Resources or his designee. In order to be timely filed, the written grievance must be submitted to the Director of Human Resources or his designee within ten (10) calendar days after receipt of the denial notification in STEP 2. Within ten (10) calendar days after the submission of the written grievance in STEP 3, the Union's Business Representative or his designee shall schedule a meeting with the Director of Human Resources or his designee in an effort to adjust the grievance. Such meeting shall take place within ten (10) calendar days. The Director of Human Resources or his designee shall answer the grievance in writing within ten (10) calendar days after the meeting. If the Employer chooses to file a grievance, such grievance shall be filed at Step 3 with the Union's Business Representative within ten (10) calendar days of the incident or with ten (10) calendar days after the Employer should reasonably have known or become aware of the facts or circumstances giving rise to the grievance, whichever is later.

Section 2. If the grievance is not satisfactorily adjusted in STEP 3, the Union or Employer may submit the grievance to the American Arbitration Association (hereinafter called "AAA"), for binding and final resolution in accordance with the rules and regulations of the AAA. In order to be timely filed, the Union or Employer demand for arbitration must be submitted to the AAA and to the Employer's designee or the Union Business Representative in writing within thirty (30) calendar days after receipt of the denial notification in STEP 3. Failure of the grieving party to request the picking of an arbitrator within 30 calendar days after receipt of the AAA list shall result in the forfeiture of the grievance. Failure of either party to strike arbitrators within 30 calendar days after receipt of the AAA list shall result in the grievance being sustained or denied as appropriate. In addition, failure of the grieving party to request dates for arbitration within 30 calendar days of the selection of an arbitrator shall result in the forfeiture of the grievance.

Section 3.

1. The time period shall be calendar days. (If the expiration date falls on a Saturday, Sunday or contractual holiday, the expiration of the time period will occur on the next calendar workday.) The time periods shall, where applicable, be calculated as of the postmark, facsimile confirmation, or hand delivery date of written correspondence. Such time periods shall be extended if the requesting party makes such request prior to the expiration of the time period. The length of extension shall be determined by mutual agreement of the Employer and the Union.

2. The failure of the aggrieved employee(s) , Union, Employer to file a grievance initially, to process a grievance in any of the Steps in the grievance procedure thereafter and/or to submit the grievance to arbitration in accordance with the express time limits provided herein shall automatically constitute a waiver of the grievance and bar all further action thereon.

3. The failure of the Employer to so respond or meet within the foregoing time limits shall be deemed a denial of the grievance as of the expiration date of the applicable adjustment period. The Union's time to appeal the denial of a grievance at any step of the grievance procedure shall be tolled until such time as it receives a written response to the grievance.

Section 4. The arbitrator's sole function shall be to interpret this Agreement and the relevant provisions thereof in connection with the specific issue(s) properly presented to him/her for resolution within the written terms of this Agreement. The arbitrator's award, not inconsistent with the terms of this Agreement, shall be final and binding upon the parties hereto and unit employees. The arbitrator has no authority or power whatsoever to add to, delete from, disregard or to alter any of the express provisions of this Agreement or supplements made a part thereof or to establish or change any existing wage schedule or existing classification.

Section 5. In any arbitration of a grievance involving the discipline, suspension or discharge of an employee, the arbitrator shall be empowered to sustain or deny the grievance in whole or in part and may award or deny reinstatement with or without back pay. In any event, should the arbitrator sustain a grievance involving the discipline, suspension or discharge of any employee, any award of back pay shall be offset and reduced by any interim earnings and unemployment compensation insurance collected by the grievant. Moreover, the grievant shall be under a continuing obligation to mitigate his/her damages.

Section 6. The cost of the arbitration, including the fees and expenses of the arbitrator, the charges of the AAA and the cost of the transcript where mutually agreed upon, shall be borne equally by the parties. Each party shall pay any fees, wages or expenses of its own representatives and witnesses for time lost and the cost of the transcript where there is no mutual agreement to order it. In the event of mutual agreement by the Union and Employer to postpone or cancel a scheduled arbitration, costs shall be borne equally by the parties. If a party cancels or postpones a scheduled arbitration, with approval of the arbitrator, the party seeking the cancellation or postponement shall incur the cost of the arbitration cancellation fees, if any.

ARTICLE 46

Drug Testing

Section 1. Employees covered by this Agreement shall not be subject to random drug or alcohol tests. Employees may be subject to urine, blood, hair sample and/or breath analysis for the purpose of discovering whether an employee is using, under the influence of or otherwise impaired by drugs or alcohol under the following circumstances:

1. Observations by not less than two supervisors and/or managers that the employee is exhibiting erratic, irrational or unsafe behavior, slurred speech, disorientation, or signs of marked personality changes or paranoia, or the smell of alcohol on the employees person.
2. A pattern of accidents resulting in property damage.
3. A preventable accident resulting in injury to the employee or others requiring professional medical treatment.
4. A preventable accident resulting in property damages in excess of \$500.00.
5. Any accident involving an occupied Employer vehicle or personal vehicle when used on Employer business regardless of preventability or fault.

Failure to submit to such examinations or any attempt to tamper with or falsify or alter test results shall constitute just cause for discharge. Anonymous tips shall not constitute a reasonable basis to test.

Section 2. Employees tested pursuant to Section 1. 1, 2, 3, 4 or 5 or following a vehicle accident in which the employee was in the bed or bucket of the vehicle and who test positive shall be immediately discharged. (For purposes of blood alcohol levels, 0.04 blood alcohol shall be deemed a positive test result. Employees who test positive for alcohol but below 0.04 blood alcohol, shall be subject to appropriate discipline). If a breath analysis test for alcohol is available at the collection center, the employee shall have the option of taking such test. If the breath analysis indicates a positive result, the employee shall be required to undergo a blood alcohol test.

Employees who voluntarily self identify as having a drug and/or alcohol abuse problem prior to entering a test facility for testing under Section 1, shall be given the option of rehabilitation. Employees who self-identify are subject to disciplinary action for the preventable accident and/or property damage up to and including a final written warning. If an employee self identifies, the employee shall be subject to random testing during the period of rehabilitation and for two (2) years following the completion of a rehabilitation program. A positive result based on a random test or a second positive test at any time during an employee's career shall constitute just cause for immediate termination.

Section 3. All urine specimens shall initially be subject to an initial screen using an EMIT-type analysis. All positive results from an initial screen shall be confirmed via gas chromatography-mass spectrometry techniques. No specimen shall be identified as positive except upon receipt of the results of the confirmation test. The Union shall be provided with a copy of all positive test results.

Section 4. In the event of a positive test, the employee shall at his own expense, have the right to have a portion of his original sample retested by a laboratory certified by the U.S. Department of Health and Human Services. If such retest is negative, a third portion of the original sample shall be sent to a third DHHS certified laboratory. The conclusion of the third laboratory test shall be determinative.

Section 5. Absent an employee's voluntary consent, an employee's participation in a rehabilitation program will be held in confidence unless disclosure becomes necessary during the course of a grievance or arbitration proceeding. In any event, no information obtained through a rehabilitation program will be used against an employee or adversely affect the employee.

Section 6. An employee directed to take a drug test for any of the reasons set forth in Section 1 above shall be informed of the reasons for such test.

Section 7. All costs and expenses associated with substance abuse testing, except as provided in Section 4 shall be paid by the Employer. All time spent complying with the testing procedure will be on paid time.

Section 8. To permit the Employer to adequately monitor compliance with the rehabilitation policy of this Article, employees undergoing rehabilitation or treatment for substance abuse will be required to authorize the evaluation or treatment provider to release information to the Employer regarding recommendations for treatment, dates of treatment, whether the employee is complying with the recommended treatment or rehabilitation program, whether the employee has completed the program and the employee's ability to perform his/her job. The failure of an employee to successfully complete a rehabilitation program shall result in discharge.

Section 9. If an employee's substance abuse test is negative, no adverse inference shall be made from the Employer's requirement that he undergo drug testing.

Section 10. An employee directed to take a drug and/or alcohol test pursuant to Section 1, 1, 2, 3, 4 or 5 shall have an opportunity to confer with a steward prior to taking the test provided a steward is readily available within two (2) hours. The steward shall have the ability to discuss the appropriateness of the drug/alcohol test with management, but shall not otherwise interfere with the decision of management to test.

ARTICLE 47

Safety

Section 1. Employees injured during working hours shall report the injury immediately to their supervisor. Employees seriously injured shall be taken to the nearest hospital or medial offices. Employees are protected by Workmen's Compensation, as provided in the State of Illinois statutes, in the event of accidents or death occurring in the course of employment. It is necessary that the employee notify his immediate supervisor as soon as possible of the injury and in no event should he delay notification longer than twenty-four (24) hours. The notice requirement in this Article does not limit any rights under Illinois Workers Compensation law.

Section 2. The Employer shall make reasonable provisions for the safety of employees in the performance of their work. The Union shall cooperate in promoting the realization of the responsibility of the individual employee with regard to the prevention of accidents. Employees shall not be required to work in the field when their health and safety may be jeopardized.

Section 3. The Employer shall keep first aid kits available at the employee's facility and on all Company vehicles.

Section 4. The Employer shall continue its practice of furnishing such safety devices necessary to perform a particular job safely and the Employer shall promptly repair or replace any such equipment found to be unsafe.

Section 5. The Company shall notify the Union and provide them with documentation which is provided to O.S.H.A. as soon as practicable of any on the job accident involving serious injury (as defined under O.S.H.A. regulations) or death and the Union shall have the rights to investigate such accident. In cases of serious injury (as defined under O.S.H.A. regulations) or death, the Company shall provide the Safety Committee with a summary report of the incident.

Section 6. A Safety Committee will be established. It is the objective of the Committee to identify subjects of mutual concern and to increase communication and awareness of safety issues between the parties. The Committee shall consist of 2 bargaining unit members appointed by the President Business Manager of the Union or his designee, along with 2 representatives appointed by the Company. The Committee shall endeavor to meet monthly, but in no event shall they meet less than once per quarter. The Committee may, with mutual agreement of the members, not unreasonably denied, invite outside persons to attend for the purpose of providing the Committee with information. The Safety Committee may make recommendations regarding the improvement of safety in the workplace and shall jointly post the final outcome of those recommendations in easily viewable areas at the work location, including the safety bulletin board.

Section 7. In order to perpetuate safety in vehicles, the parties adopt to the Company's Vehicle Accident Policy (see Appendix B). Discipline arising under the

Vehicle Accident Policy shall be expunged upon the passage of twenty-four (24) months after the most recent Vehicle Accident Policy discipline. All employees operating Company vehicles that are involved in a vehicular collision that is determined to be preventable will be required to attend a Defensive Driver Training Refresher course.

ARTICLE 48

Miscellaneous

Section 1. Bulletin Board

- A. A bulletin board shall be provided by the Employer in the employee break/lunch room for the Union to post official notices to its members. The use of such bulletin boards shall be considered proper when confined to factual notices and announcements of the Union.

- B. The Union must provide a copy to the Technical Operations Manager of any materials to be posted prior to such posting. Materials to be posted shall not contain anything of a controversial nature, anything derogatory to the Company or the employees, or anything that will detrimentally affect Company operations. If the Company believes that the posted material is not in the spirit and intent of the provisions of this Article, such material shall first be brought to the attention of the Business Representative of the Local Union and shall then be removed; provided, that if the Union disagrees with the Company's decision it may grieve the removal.

Section 2. Hiring

The Employer agrees to review present interested employees who are bargaining unit members to determine if they possess the skills to fill a vacancy prior to hiring a new employee, provided the current employee has followed the transfer request policy. Vacancies will be internally posted via the intranet for seven (7) days prior to considering external applicants.

Section 3. Labor Management Committee.

A Labor-Management Committee will be established. It is the objective of the Committee to identify subjects of mutual concern and to increase communication and awareness of issues between the parties. These will include, but not be limited to, compliance with the obligations set forth in Article 15, Section 2.

The Committee will consist of bargaining unit members appointed by the President/Business Manager of the Union or his designee, along with representatives appointed by the Company. The Committee shall endeavor to meet no less than once per quarter. The Committee may, with mutual agreement of the members, not

unreasonably denied, invite outside persons to attend for the purpose of providing the Committee with information.

ARTICLE 49

Scope of Bargaining

It is agreed that this labor agreement contains the full and complete agreement on all subjects upon which the parties bargained or could have bargained. Neither party shall be required, during the term of this Agreement, to negotiate or bargain upon any other issues. All matters not included in this Agreement shall be deemed to have been raised and disposed of as if covered herein.

ARTICLE 50

Separability

Should any provision of this Agreement be declared illegal by any Court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2011.

APPENDIX A
Progression

JOB TITLE	STEP	HOURLY RATE OF PAY
Service Technician	1 – hire rate	\$ 13.00
	2 – After 120 days*	\$ 13.65
	3 – Upon certification on all products**	\$ 16.00

TITLE	STEP	HOURLY RATE OF PAY
Advanced Service Technician	1 Hire rate	\$17.50
	2 After 12 months	\$18.00
	3 After 24 months	\$18.50
	4 After 36 months	\$19.00

JOB TITLE	STEP	HOURLY RATE OF PAY
Maintenance Technician	1 (up to 12 months of service)	\$19.00
	2 (after 12 months of service)	\$20.00
	3 (after 24 months of service)	\$20.50
	4 (after 26 months of service)	\$21.00
	5 (after 48 months of service)	\$21.50
	6 (after 60 months of service)	\$22.00

* Notwithstanding the provisions of Article 27, Service Technicians shall be on probation for six (6) months from date of hire.

** Certification shall be on products regularly performed by Service Technicians. Employees shall be given training on all such products during their new hire training.

APPENDIX B
VEHICLE ACCIDENT POLICY
Chicago Region

This policy is effective when Comcast employees are operating a Company Vehicle*. Other local, state, or Federal programs may also be covered by this policy, as deemed applicable by the Regional Safety Manager or Human Resources.

Violation of this "Vehicle Accident Policy" is generally, but not limited to, the descriptions listed below:

1. When an employee, during the operation / possession of a Company Vehicle*, is observed by a member of supervision/management team violating a Comcast policy, procedure, local, state, or Federal statute or regulation.
2. If the employee, during the operation/possession of a Company Vehicle*, receives a citation through law enforcement indicating the driver violated some local, state, or Federal statute or regulation. (Conviction)
3. When, in the operation / possession of a Company Vehicle*, an employee is contributory and / or deemed to be negligent in an accident or incident, or when violating a Comcast Safety Policy, or local, state, or Federal statute or regulation.
4. When an employee, while not in the possession of a Company Vehicle* receives warnings or citations from local state or federal law enforcement that invalidates or changes the status of their driver's license, or fails to comply with an request from the Secretary of State.

****The following procedure applies for any employee driving a Comcast owned, leased, rented or employee's personal vehicle used for company purposes.***

Note: In any case as outlined above, the Regional Safety Manager and Human Resources should be contacted immediately following first knowledge or alleged violation.

PROCEDURES:

Depending on the circumstances and severity of the accident and the nature of damage, one or more of the minimums listed below may be bypassed.

Examples of such circumstances may be, but are not limited to:

- **Leaving the scene of the accident**
- **Driving while impaired or under the influence of drugs or alcohol**
- **Negligent, reckless or aggressive operation of a vehicle**
- **Operating or possessing a company vehicle without a valid drivers ** license in their possession**

DISCIPLINARY STEPS:

- First driving violation * Written warning
- Second driving violation (rolling 24 month period) * Final written warning. Third driving violation (in rolling 24 month period) * Termination of employment

A valid driver's license** is a minimal functional requirement of employment for any employee

operating a Company Vehicle*. Any employee found to be in the operation / possession of a Company Vehicle*, but not in possession of a valid driver's license will be immediately have their driving privileges suspended. That employee must provide proof of a valid driver's license and insurance (on a personal vehicle if applicable) within that 72 hours or face termination. Even if a license is provided within 72 hours, Comcast reserves the right to issue additional discipline on a case-by-case basis, including and up to termination.

(** Valid Driver's License as defined by the state of Illinois or issuing state)

Discipline pertaining to vehicle violations will become a permanent part of the employee's personnel file but may be void in two years if no other violations occur, at the discretion of Human Resources.

For Comcast: _____ For Union: _____

Date: _____ Date: _____

Comcast Cable of Comcast of Florida/Illinois/Michigan, Inc.

and the

International Brotherhood of Electrical Workers, Local 21

Cortland: Memorandum of Agreement

- Upon ratification Derrick Humphrey, Daniel Donkoh, Harry Medina, Jason Halan, Victor Hernandez and Conrado Manzano shall continue to receive a 7% differential for their current workday schedule. This shall remain in effect only until their workday schedule is changed and does not include Sundays as a regular workday. If and when their current workday schedule is changed, they will be governed by the contract language. The assignment of workday schedules shall be governed by the contract language attached hereto. Notwithstanding any terms in the contract to the contrary, these employees shall not under any circumstances be required to change their schedules t so as to exclude Sundays as a regular work day.
- Upon ratification James Hennison and Hernando Narvaez shall continue to receive a 10% differential for their current shift schedule. This shall remain in effect only until their shift schedule is changed. If and when their current workday schedule is changed, they will be governed by the attached contract language. The assignment of shifts shall be governed by the contract language. Notwithstanding any terms in the contract to the contrary, these employees shall not under any circumstances be required to change their schedules so as to discontinue eligibility for the 10% shift differential.

For Comcast: _____ For Union: _____

Date: _____ Date: _____

Comcast Cable of Comcast of Florida/Illinois/Michigan, Inc.

and the

International Brotherhood of Electrical Workers, Local 21

Cortland: Memorandum of Agreement

The parties agree that the Company does not currently employ any bargaining unit employees in the positions of Converter Tester, Converter Repair, Converter Technician or Bench Technician. The parties further agree that if the Company hereafter hires employees in one or more of these positions the parties shall meet and bargain over the wages for such positions.

For Comcast: _____

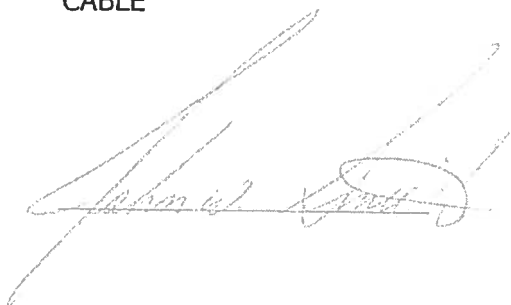
For Union: _____

Date:

Date:

SIGNATURE PAGE

ON BEHALF OF COMCAST
CABLE



ON BEHALF OF INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 21



APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
February 16, 2017
Lonnie Stephenson, President
This approval does not make the
International a party to this agreement.

SIDE LETTER

The Company and Union agree that the following eight (8) employees shall be considered first for the Advanced Service Technician title, then the remaining four (4) employees when openings are available, before other applicants:

Martin Brackett
Craig Bullard
Reggie Bass
Desmond Beamon
James McBride
Russell Cianco
Allen Gaines
Charles Tate

Keaira Young
Jose Ortega
Prentice Howard
Robert Kubitz

The Company further affirms its intention not to diminish the number of Maintenance Technicians that existed as of the ratification date of the current labor agreement.

Comcast

IBEW 21